

RECORDED
10/11/2019 06:13 AMISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00

TRANSFER FEE:

FEE EXEMPT #:

***This document has been
electronically recorded and
returned to the submitter.***

This document was prepared by and,
after recording, should be returned to:

David B. Schulz, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

Permanent Tax Index Number:
See Exhibit A

**ASSIGNMENT OF AND AMENDMENT TO CONSTRUCTION MORTGAGE,
SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT A
(WBGF)**

Effective as of the 9th day of October, 2019, for valuable consideration, WISCONSIN & MILWAUKEE HOTEL INVESTMENT FUND, LLC, a Missouri limited liability company ("Assignor"), assigns to WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, a Wisconsin public body corporate and politic ("Assignee"), the Construction Mortgage, Security Agreement, Fixture Filing and Financing Statement A (WBGF) (the "Mortgage") dated December 30, 2011, executed by WISCONSIN & MILWAUKEE HOTEL LLC, a Wisconsin limited liability company ("Mortgagor"), to Assignor, as successor in interest to WBD Growth Fund VI, LLC, a Wisconsin limited liability company ("WBDG"), on real estate in Milwaukee County, Wisconsin ("Property"), together with the notes or other obligations it secures, which Mortgage was originally recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, as Document No. 10068708. The property is legally described on Exhibit A attached hereto.

In connection with the foregoing assignment, the undersigned agree that the Recitals set forth in the Mortgage are restated in their entirety to read as follows:

RECITALS

Mortgagor and Lender acknowledge the following:

(A) Pursuant to the Loan Agreement dated as of August 31, 2012 (such agreement, as amended, revised, supplemented or restated from time to time, the "**Loan Agreement**") between Mortgagor and Lender, Lender has agreed to make certain financial accommodations available to Mortgagor on the terms and subject to the conditions set forth in the Loan Agreement. All

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terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.


(B) This Mortgage is given to secure the following: (i) a loan in the original principal amount of \$32,737,600 from Lender to Mortgagor, and other extensions of credit at any time outstanding, now or hereafter made by Lender to Mortgagor pursuant to the Loan Agreement (collectively, the "**Loans**"), evidenced by a Restated Promissory Note dated as of October 9, 2019 from Mortgagor to Lender in the stated principal amount of \$32,737,600, and any extensions, renewals, refinancings or modifications of, or substitutes or replacements for, it (the "**Note**"); (ii) the repayment of all other loans and extensions of credit now or hereafter made by Lender to Mortgagor, jointly to a third party and Mortgagor or to a third party guaranteed by Mortgagor; (iii) the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Mortgage, the Note, the Loan Agreement, any and all other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit and any other documents and instruments now or hereafter executed by Mortgagor or any party related thereto or affiliated therewith to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Note and any and, all renewals, extensions, amendments and replacements of this Mortgage, the Note, the Loan Agreement and any such other documents and instruments (the Note, the Loan Agreement, this Mortgage, such other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit and any other documents and instruments now or hereafter executed and delivered in connection with the Loans and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to individually as a "**Loan Instrument**" and collectively as the "**Loan Instruments**"); (iv) the payment of any and all other indebtedness and obligations of Mortgagor or any party related thereto or affiliated therewith to Lender and its affiliates, whether now existing or hereafter created, absolute or contingent, direct or indirect, liquidated or unliquidated or otherwise, other than indebtedness evidenced by the Note; and (v) the payment of interest on all such obligations of Mortgagor to Lender and its affiliates with respect to the Loans (all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as "**Mortgagor's Liabilities**").

(C) This Mortgage is one of the mortgages referenced as "Mortgage A" in the Loan Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment of and Amendment to Construction Mortgage, Security Agreement, Fixture Filing and Financing Statement A (WBGF) the day and year first above written.

**WISCONSIN & MILWAUKEE HOTEL
INVESTMENT FUND, LLC**

By: 
Its: MANAGER

Edward Carow 9/16/19
**WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Its: _____

WISCONSIN & MILWAUKEE HOTEL LLC

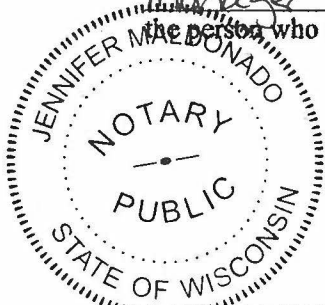
By: 
Its: MANAGER

Edward Carow 8/14/19

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF MILWAUKEE)

September 16, 2019
Personally came before me on the date entered above, the above-named Edward Caraw, as
manager of Wisconsin & Milwaukee Hotel Investment Fund, LLC to me known to be
the person who executed the foregoing instrument and acknowledged the same.



Jennifer Maldonado
* Jennifer Maldonado
Notary Public
My commission expires: October 8, 2023

ACKNOWLEDGMENT

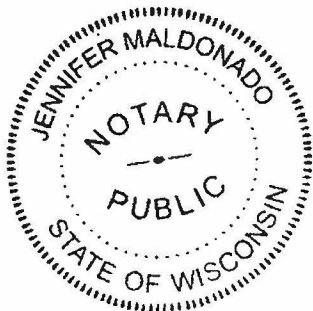
STATE OF WISCONSIN)
)SS.
COUNTY OF _____)

Personally came before me on the date entered above, the above-named _____, as
_____ of Wisconsin Housing & Economic Development Authority to me known to
be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public
My commission expires: _____

STATE OF WISCONSIN)
)SS.
COUNTY OF Milwaukee)

August 14, 2019
Personally came before me on the date entered above, the above-named Edward Caraw, as
manager of Wisconsin & Milwaukee Hotel LLC to me known to be the person who
executed the foregoing instrument and acknowledged the same.



Jennifer Maldonado
* Jennifer Maldonado
Notary Public
My commission expires: October 8, 2019

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment of and Amendment to Construction Mortgage, Security Agreement, Fixture Filing and Financing Statement A (WBGF) the day and year first above written.

**WISCONSIN & MILWAUKEE HOTEL
INVESTMENT FUND, LLC**

By: _____

Its: _____

**WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY**

By:  _____

Name: Joaquim J. Altoro

Title: Executive Director

WISCONSIN & MILWAUKEE HOTEL LLC

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF MILWAUKEE)

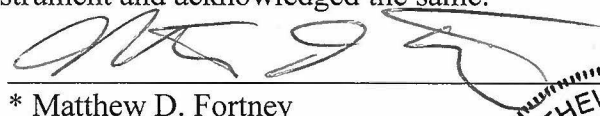
Personally came before me on the date entered above, the above-named _____, as _____ of Wisconsin & Milwaukee Hotel Investment Fund, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public
My commission expires:_____

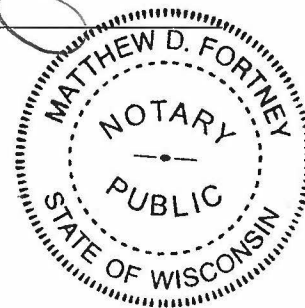
ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

Personally came before me on August 23, 2019, the above-named Joaquin J. Altoro, as Executive Director of Wisconsin Housing & Economic Development Authority to me known to be the person who executed the foregoing instrument and acknowledged the same.



* Matthew D. Fortney
Notary Public
My commission is permanent



STATE OF WISCONSIN)
)SS.
COUNTY OF _____)

Personally came before me on the date entered above, the above-named _____, as _____ of Wisconsin & Milwaukee Hotel LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public
My commission expires:_____

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment of and Amendment to Construction Mortgage, Security Agreement, Fixture Filing and Financing Statement A (WBGF) the day and year first above written.

**WISCONSIN & MILWAUKEE HOTEL
INVESTMENT FUND, LLC**

By: _____
Its: _____

**WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Its: _____

WISCONSIN & MILWAUKEE HOTEL LLC

By: 
Its: MANAGER
Edward Carow 8/14/19

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF MILWAUKEE)

Personally came before me on the date entered above, the above-named _____, as _____ of Wisconsin & Milwaukee Hotel Investment Fund, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF _____)

Personally came before me on the date entered above, the above-named _____, as _____ of Wisconsin Housing & Economic Development Authority to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

My commission expires: _____

STATE OF WISCONSIN)
)SS.
COUNTY OF Milwaukee)

August 14, 2019
Personally came before me on the date entered above, the above-named Edward Caraw, as manager of Wisconsin & Milwaukee Hotel LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

My commission expires: October 8, 2019

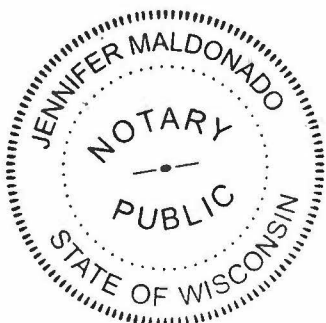


EXHIBIT A

REAL ESTATE

Unit 1, together with said unit's undivided interest in the common elements all in Wisconsin & Milwaukee Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on December 28, 2011, as Document No. 10067047, said condominium being located in the City of Milwaukee, County of Milwaukee, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key Nos. 392-0735-5, 392-0734-X, 392-0736-0, 392-0737-6 and 392-0738-1